



**Project title:** A Professional Service Agreement for design and engineering Services for the "Rotary Park Renovations Project"  
Fund 148, Program 061, to accumulate all costs for the project

## City Council Agenda Item Cover Sheet

**Council Bill #** *interoffice use*

**Consideration:** Professional Services Agreement

**Project:** Rotary Park Renovations Project

**Partner/Supplier :** Reid Middleton Incorporation

**Location:** 3505 Lowell-Snohomish River Road

**Preceding action:** n/a

**Fund:** Fund 148 / 148 5504 0000000 650

**Agenda dates requested:**

12/04/2019

Briefing

Proposed action

Consent

Action ☒ X

Ordinance

Public hearing

Yes ☒ X No

**Budget amendment:**

Yes ☒ X No

**PowerPoint presentation:**

Yes ☒ X No

**Attachments:**

Professional Service  
Agreement

**Department(s) involved:**

Parks

**Contact person:**

Bob Leonard

**Phone number:**

425-257-8335

**Email:**

bleonard@everettwa.gov

### Fiscal summary statement:

This agreement would commit the City to compensate Reid Middleton, Inc. for expenses for engineering and design services to provide contract documents for renovations at Rotary Park.

During this past year, the City entered into a Boating Facilities Funding Grant Agreement with the Washington State Recreation and Conservation Office. The grant is funding 75% (\$300,000) of the estimated \$400,000 project. This Professional Service Agreement (PSA) shall not exceed \$70,000. The City's grant funding match of \$100,000 will come from Fund Account 148 5504 0000000 650.

### Project summary statement:

Rotary Park was originally constructed in 1990 and was partly funded with similar grant funding.

Many of the elements are nearing the end of their useful life and need to be replaced or rehabilitated. This project includes replacement of the boat ramp boarding float, asphalt repairs and restriping of all traffic related asphalt surfaces, and installation of LED lighting.

**Initialed by:**

Department head

Administration

Council President

### Recommendation (exact action requested of Council):

Authorize the Mayor to sign an Agreement with Reid Middleton, Inc. for design and engineering Services for the "Rotary Park Renovations Project."

**CITY OF EVERETT  
PROFESSIONAL SERVICES AGREEMENT**



**THIS AGREEMENT** made and entered into on this 5 day of November, 2019, by and between the **CITY OF EVERETT**, a municipal corporation under the laws of the State of Washington, hereinafter referred to as the “City,” and Reid Middleton, Inc., whose address is 728 134th Street SW, Suite 200, Everett, WA 98204, hereinafter referred to as the “Service Provider.”

**WHEREAS**, the City desires to engage the Service Provider to professional engineering and design services for the City of Everett; and

**WHEREAS**, Service Provider represented, and by entering into this Agreement now represents, that it is fully qualified to perform the work to be performed hereunder in a competent and professional manner;

**NOW, THEREFORE**, the parties herein do mutually agree as follows:

1. **Engagement of Service Provider.** The City hereby agrees to engage the Service Provider, and the Service Provider hereby agrees, to perform the work in a competent and professional manner and provide the services described in the attached "Exhibit A - Scope of Work". The Scope of Work so identified is hereafter referred to as “Work”. Without a written directive of an authorized representative of the City, the Service Provider shall not perform any services that are in addition to, or beyond the scope of, the Work. If the Service Provider’s proposal is attached as an exhibit, and if such proposal contains or incorporates any conditions or terms in addition to or different from the terms of this Agreement, then the Service Provider expressly agrees that such conditions or terms are neither incorporated nor included into this Agreement between the City and Service Provider. If, and to the extent, the Work includes the design of a public work or improvement, in whole or in part, Service Provider’s design shall be reasonably accurate, adequate and suitable for its intended purpose.
2. **Intellectual Property Rights.** Reports, drawings, plans, specifications and any other intangible property created in furtherance of the Work are property of the City for all purposes, whether the project for which they are made is executed or not, and may be used by the City for any purpose. Unless otherwise expressly agreed in writing, all intellectual property rights in such documents or intangible property created pursuant to this Agreement, or for the City of Everett, belong to the City of Everett. Service Provider retains any intellectual property rights in documents and intangible property created by Service Provider prior to engagement, or not created by Service Provider for its performance of this Agreement.
3. **Time of Beginning and Completion of Performance.** This Agreement shall commence as of the date of execution of this Agreement and shall be completed by December 31, 2022.

4. **Compensation.**

A. The City shall pay the Service Provider only for completed Work and for services actually rendered which are described herein. Such payment shall be full compensation for Work performed or services rendered, including, but not limited to, all labor, materials, supplies, equipment and incidentals necessary to complete the Work.

B. The Service Provider shall be paid such amounts and in such manner as described in Exhibit B.

C. Service Provider may receive payment as reimbursement for Eligible Expenses actually incurred. "Eligible Expenses" means those types and amounts of expenses either listed in Exhibit C or such expenses as are approved for reimbursement by the City in writing prior to the expense being incurred. If Exhibit C is either blank or not attached, expenses may not be reimbursed unless prior written approval was obtained from the City. An expense shall not be reimbursed if: (1) the expense is not identified in Exhibit C; (2) the expense exceeds the per item or cumulative limits for such expense if it is identified in Exhibit C; or (3) the expense was not approved in writing by an authorized City representative prior to the Service Provider incurring the expense. If, and to the extent, overnight lodging in western Washington is authorized, Service Provider is strongly encouraged to lodge within the corporate limits of City. When authorized, Service Provider will be reimbursed 100% of lodging expense, if lodged within the corporate limits of the City, but Service Provider will be reimbursed 50% of lodging expense when lodged outside the corporate limits of the City. If authorized, the City may (at its sole option) obtain or arrange air travel for the Service Provider.

D. Total compensation, including all services and expenses, shall not exceed a maximum of Seventy Thousand Dollars (\$70,000.00).

E. If Service Provider fails or refuses to correct its work when so directed by the City, the City may withhold from any payment otherwise due an amount that the City in good faith believes is equal to the cost to the City of correcting, re-procuring, or remedying any damage caused by Service Provider's conduct.

5. **Method of Payment.**

A. To obtain payment, the Service Provider shall (a) file its request for payment, accompanied by evidence satisfactory to the City justifying the request for payment; (b) submit a report of Work accomplished and hours of all tasks completed; (c) to the extent reimbursement of Eligible Expenses is sought, submit itemization of such expenses and, if requested by the City, copies of receipts and invoices; and (d) comply with all applicable provisions of this Agreement. Service Provider shall be paid no more often than once every thirty days.

B. All requests for payment should be sent to:

City of Everett  
Attn.: Dean Shaughnessy  
802 E Mukilteo Blvd  
Everett, WA 98203

6. **Submission of Reports and Other Documents.** The Service Provider shall submit all reports and other documents as and when specified in Exhibit A. Said information shall be subject to review by the City, and if found to be unacceptable, Service Provider shall correct and deliver to the City any deficient Work at Service Provider's expense with all practical dispatch. Service Provider shall abide by the City's determinations concerning acceptability of Work.

7. **Termination of Contract.** City reserves the right to terminate this Agreement at any time by sending written notice of termination to Service Provider ("Notice"). The Notice shall specify a termination date ("Termination Date") at least fourteen (14) days after the date the Notice is issued. The Notice shall be effective ("Notice Date") upon the earlier of either actual receipt by Service Provider (whether by fax, mail, delivery or other method reasonably calculated to be received by Service Provider in a reasonably prompt manner) or three calendar days after issuance of the Notice. Upon the Notice Date, Service Provider shall immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Service Provider's material breach, the Service Provider shall be paid or reimbursed for: (a) all hours worked and Eligible Expenses incurred up to the Notice Date, less all payments previously made; and (b) those hours worked and Eligible Expenses incurred after the Notice Date, but prior to the Termination Date, that were reasonably necessary to terminate the Work in an orderly manner. Notices under this Section 7 shall be sent by the United States Mail to Service Provider's address provided herein, postage prepaid, certified or registered mail, return receipt requested, or by delivery. In addition, Notices may also be sent by any other method reasonably believed to provide Service Provider actual notice in a timely manner, such as fax. The City does not by this Section 7 waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provision of this Agreement. At its sole option, City may deduct from the final payment due the Service Provider (a) any damages, expenses or costs arising out of any such violations, breaches, or non-performance and (b) any other backcharges or credits.

8. **Changes.** The City may, from time to time, unilaterally change the scope of the services of the Service Provider to be performed hereunder. Such changes, including any increase or decrease in the scope of work (and resulting increase or decrease in compensation), shall: (a) be made only in writing and signed by an authorized City representative, (b) be explicitly identified as an amendment to this Agreement and (c) become a part of this Agreement.

9. **Subletting/Assignment of Contracts.** Service Provider shall not sublet or assign any of the Work without the express, prior written consent of the City.

10. **Indemnification.** Except as otherwise provided in this Section 10, the Service Provider hereby agrees to defend and indemnify the City from any and all Claims arising out of, in connection with, or incident to any negligent or intentional acts, errors, omissions, or conduct by Service Provider (or its employees, agents, representatives or subcontractors/subconsultants)

relating to this Agreement, whether such Claims sound in contract, tort, or any other legal theory. The Service Provider is obligated to defend and indemnify the City pursuant to this Section 10 whether a Claim is asserted directly against the City, or whether it is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. The Service Provider's duty to defend and indemnify pursuant to this Section 10 is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of the Service Provider. The Service Provider's obligations under this Section 10 shall not apply to Claims caused by the sole negligence of the City. If (1) RCW 4.24.115 applies to a particular Claim, and (2) such Claim is caused by or results from the concurrent negligence of (a) the Service Provider, its employees, subcontractors/subconsultants or agents and (b) the City, then the Service Provider's obligations under this Section 10 shall apply only to the extent allowed by RCW 4.24.115. Solely and expressly for the purpose of its duties to indemnify and defend the City, the Service Provider specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. The Service Provider recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. As used in this Section 10: (1) "City" includes the City, the City's officers, employees, agents, and representatives and (2) "Claims" include, but is not limited to, any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damages, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages. If, and to the extent, Service Provider employs or engages subconsultants or subcontractors, then Service Provider shall ensure that each such subconsultant and subcontractor (and subsequent tiers of subconsultants and subcontractors) shall expressly agree to defend and indemnify the City to the extent and on the same terms and conditions as the Service Provider pursuant to this Section 10.

#### 11. **Insurance.**

A. Service Provider shall comply with the following conditions and procure and keep in force during the term of this Agreement, at Service Provider's own cost and expense, the following policies of insurance with companies authorized to do business in the State of Washington, which are rated at least "A" or better and with a numerical rating of no less than seven (7), by A.M. Best Company and which are acceptable to the City.

1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, the Service Provider shall require each subcontractor to provide Workers' Compensation Insurance for its employees, unless the Service Provider covers such employees.

2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.

3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.

4. Professional Errors and Omissions Insurance in an amount not less than \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate. Such coverage may be written on a claims made basis. If both parties agree that the Work does not warrant Service Provider providing Professional Errors and Omissions Insurance, this Section 11.A.4 may be stricken and initialed by both parties.

B. The above liability policies shall be primary as to the City and shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of the Service Provider to furnish the required insurance during the term of this Agreement.

C. Upon written request by the City, the insurer or his/her agent will furnish, prior to or during any Work being performed, a copy of any policy cited above, certified to be a true and complete copy of the original.

D. Prior to the Service Provider performing any Work, Service Provider shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the required insurance. Service Provider shall provide the City with either (1) a true copy of an endorsement naming the City of Everett, its officers, employees and agents as Additional Insureds on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insureds or (2) a true copy of the blanket additional insured clause from the policies. Receipt by the City of any certificate showing less coverage than required is not a waiver of the Service Provider's obligations to fulfill the requirements.

E. If the policy listed in Section 11.A.4. above, Professional Errors and Omissions Insurance, is on a claims made policy form, the retroactive date on the policy shall be the effective date of this Agreement or prior. The retroactive date of any subsequent renewal of such policy shall be the same as the original policy provided. The extended reporting or discovery period on a claims made policy form shall not be less than 36 months following expiration of the policy. (This Section 11.E shall not apply if Section 11.A.4. above is stricken.)

F. Service Provider certifies that it is aware of the provisions of Title 51 of the Revised Code of Washington that requires every employer to be insured against liability of Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Title. Service Provider shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Service Provider shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

G. In case of the breach of any provision of this Section 11, the City may, at its option and with no obligation to do so, provide and maintain at the expense of Service Provider, such types of insurance in the name of the Service Provider, and with such insurers, as the City may deem proper, and may deduct the cost of providing and maintaining such insurance from any sums which may be found or become due to Service Provider under this Agreement or may demand Service Provider to promptly reimburse the City for such cost.

## 12. **Independent Contractor.**

A. This Agreement neither constitutes nor creates an employer-employee relationship. Service Provider must provide services under this Agreement as an independent contractor. Service Provider must comply with all federal and state laws and regulations applicable to independent contractors including, but not limited to, the requirements listed in this Section 12. Service Provider agrees to indemnify and defend the City from and against any claims, valid or otherwise, made against the City because of these obligations.

B. In addition to the other requirements of this Section 12, if Service Provider is a sole proprietor, Service Provider agrees that Service Provider is not an employee or worker of the City under Chapter 51 of the Revised Code of Washington, Industrial Insurance for the service performed in accordance with this Agreement, by certifying to the following:

(1) Service Provider is free from control or direction over the performance of the service; and

(2) The service performed is outside the usual course of business for the City, or will not be performed at any place of business of the City, or Service Provider is responsible for the costs of the principal place of business from which the service is performed; and

(3) Service Provider is customarily engaged in an independently established business of the same nature as the service performed, or has a principal place of business for the service performed that is eligible for a business deduction for federal income tax purposes; and

(4) On the effective date of this Agreement, Service Provider is responsible for filing a schedule of expenses, for the next applicable filing period, with the internal revenue service for the type of service performed; and

(5) By the effective date of this Agreement or within a reasonable time thereafter, Service Provider has established an account with the department of revenue and other state agencies, where required, for the service performed for the payment of all state taxes normally paid by employers and businesses and has registered for and received a unified business identifier number from the state of Washington; and

(6) By the effective date of this Agreement, Service Provider is maintaining a separate set of records that reflect all items of income and expenses of the services performed.

C. Any and all employees of the Service Provider, while engaged in the performance of any Work, shall be considered employees of only the Service Provider and not employees of the City. The Service Provider shall be solely liable for any and all claims that may or might arise under the

Worker's Compensation Act on behalf of said employees or Service Provider, while so engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of the Service Provider's employees, while so engaged on any of the Work

D. Service Provider shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the City free, clear and harmless from all actions, claims, demands and expenses arising out of said act, and rules and regulations that are or may be promulgated in connection therewith.

E. Service Provider assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and, city business and occupation taxes), fees, licenses, excises or payments required by any city, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Service Provider and as to all duties, activities and requirements by the Service Provider in performance of the Work and Service Provider shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

**13. Employment.** The Service Provider warrants that he had not employed or retained any company or person, other than a bona fide employee working solely for the Service Provider, to solicit or secure this Agreement and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Service Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

**14. Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, the Service Provider shall make available to the City for the City's examination all of the Service Provider's records and documents with respect to all matters covered by this Agreement and, furthermore, the Service Provider will permit the City to audit, examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

**15. City of Everett Business License.** Service Provider agrees to obtain a City of Everett business license prior to performing any work pursuant to this Agreement.

**16. State of Washington Requirements.** Service Provider agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.



17. **Compliance with Federal, State and Local Laws.** Service Provider shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder.

18. **Compliance with the Washington State Public Records Act.** Service Provider acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "Act"). All records owned, used or retained by the City are public records subject to disclosure unless exempt under the Act, whether or not such records are in the possession or control of the City or Service Provider. Service Provider shall cooperate with the City so that the City may comply with all of its obligations under the Act. Within ten (10) days after receipt of notice from the City, Service Provider shall deliver to the City copies of all records relating to this Agreement or relating to the Work that the City determines qualify as the City's public records under the Act. If the City receives a public records request relating to this Agreement or relating to the Work, the City shall seek to provide notice to Service Provider at least ten (10) days before the City releases records pursuant to such public records request, but in no event will the City have any liability to Service Provider for any failure of the City to provide such notice. In addition to its other indemnification and defense obligations under this Agreement, Service Provider shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage arising from or relating to any failure of Service Provider to comply with this Section 18.

19. **Compliance with Grant Terms and Conditions.** Service Provider shall comply with any and all conditions, terms and requirements of any federal, state or other grant that wholly or partially funds Service Provider's work hereunder.

20. **Equal Employment Opportunity.** Service Provider shall not discriminate against any employee, applicant for employment, independent Service Provider, or proposed independent Service Provider, on the basis of race, color, religion, sex, age, disability, marital state, or national origin.

21. **Waiver.** Any waiver by the Service Provider or the City or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.

22. **Complete Agreement.** This Agreement contains the complete and integrated understanding and Agreement between the parties and supersedes any understanding, Agreement or negotiation whether oral or written not set forth herein.

23. **Modification of Agreement.** This Agreement may be modified as provided in ¶8, or by a writing explicitly identified as a modification of this Agreement that is signed by authorized representatives of the City and the Service Provider.

24. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.

25. **Notices.**

A. Notices to the City of Everett shall be sent to the following address:

City of Everett  
Attn.: Dean Shaughnessy  
802 E Mukilteo Blvd  
Everett, WA 98203

B. Notices to the Service Provider shall be sent to the following address:

Reid Middleton, Inc.  
728 134TH ST. SW Suite 200  
Everett, WA 98204

26. **Venue.** Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.

27. **Governing Law.** The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.

28. **Signature.** At the sole discretion of the City, the City may consent to the Service Provider's signature on this Agreement or amendment thereof being by email, fax, photocopy, pdf or other electronic means, in which case such Service Provider signature will be deemed an original signature for all purposes. The City will be deemed to have given such consent effective upon execution of this Agreement or amendment thereof by the Mayor of the City.

**IN WITNESS WHEREOF**, the City and Service Provider have executed this Agreement as of the date first above written.

**CITY OF EVERETT,  
WASHINGTON**

\_\_\_\_\_  
Cassie Franklin, Mayor

\_\_\_\_\_  
Date


ATTEST:

\_\_\_\_\_  
Sharon Fuller, City Clerk

\_\_\_\_\_  
Date

**STANDARD  
AGREEMENT  
APPROVED AS TO  
FORM  
DAVID C. HALL  
CITY ATTORNEY**

**SERVICE PROVIDER:** Please fill in the spaces and sign in the box appropriate for your business entity.

<b>Corporation</b>	<u>Reid Middleton, Inc.</u>  By:  Typed/Printed Name: <u>Shannon Kinsella</u> Its: <u>Director, Waterfront Group</u> Date: <u>November 5, 2019</u>
<b>Partnership (general)</b>	<u>[Service Provider's Complete Legal Name]</u> a Washington general partnership  By: _____ Typed/Printed Name: _____ General Partner Date: _____
<b>Partnership (limited)</b>	<u>[Service Provider's Complete Legal Name]</u> a Washington limited partnership  By: _____ Typed/Printed Name: _____ General Partner Date: _____
<b>Sole Proprietorship</b>	_____ Typed/Printed Name: _____  _____ Sole Proprietor: Date: _____
<b>Limited Liability Company</b>	<u>[Service Provider's Complete Legal Name]</u> a Washington limited liability company  By: _____ Typed/Printed Name: _____ Managing Member Date: _____

**EXHIBIT A**  
**SCOPE OF WORK**

See Attached



CIVIL ENGINEERING  
STRUCTURAL ENGINEERING  
SURVEYING  
PLANNING

October 23, 2019  
File No. 242019.913.036

Mr. Dean Shaughnessy  
Capital Project Coordinator  
City of Everett Parks and Community Service  
802 E Mukilteo Blvd, Everett, WA 98203

Subject: Scope of Services  
Rotary Park Renovation

Dear Mr. Shaughnessy:

Thank you for considering Reid Middleton to provide professional engineering services for renovations at Rotary Park in Everett, Washington. We look forward to working with you on this project.

A. PROJECT UNDERSTANDING

The City of Everett (City) owns and maintains Rotary Park along the Snohomish River in Everett, Washington. Rotary Park consists of access roads, parking areas, trails, a restroom, and a public boat launch. The park is located between the riverbanks of the Snohomish River and Lowell Snohomish River Road.

The City is planning renovations for the public park facility. The renovations are partially funded by a grant from the Washington Recreation and Conservation Office (RCO) and include the replacement of the boat ramp floats and abutment at the launch facility and associated improvements in the parking area including asphalt repairs, sealcoat of asphalt surfacing, restriping, and new LED light fixtures. (See attached figure.) The City would like to replace the existing concrete floats with new HDPE floats.

Reid Middleton will provide the following scope of services for the project.

B. SCOPE OF SERVICES

1. Replace Boat Ramp Floats and Parking Area Repairs - Design Services

- (a) The existing base map from the original design of the boat ramp and parking area will be utilized. It should be noted that the actual site conditions may vary from the previous prepared survey and there is a risk of changed conditions from the previous site information.

- (b) Site visit to review conditions and meet with City staff – perform a visual site visit to verify asphalt paving conditions and determine limits of asphalt pavement repairs and to review general site configuration at the boat ramp facility. Meet on site at the same time with City staff to discuss the project and overall project goals and objectives.
- (c) Approach wedge and boat ramp float design – perform design calculations and prepare drawings and technical specifications for the demolition and replacement of the existing concrete approach wedge and boarding float system. The new float system will consist of HDPE-type boarding floats with hinged connections and a grated deck in the same footprint as the existing float and approach wedge system. Existing float guide piling will remain and be reused.
- (d) Asphalt Paving Repairs – perform design and prepare drawings and technical specifications for the repair and seal coat of the existing asphalt pavement. The areas for repair will be based on the areas identified in the RCO grant application documents and any minor refinements based on the visual site observation.
- (e) Restriping Plan - Prepare a restriping plan for the entire parking area to repaint the existing parking markings. It is assumed that only minor refinements will be required to the existing striping plan and that no major reconfiguration of the existing striping plan will be required.
- (f) Prepare an Opinion of Probable Construction Costs for the project elements.
- (g) 60% Review Documents – Prepare and provide documents at approximately the 60% level of completion for review by the City. The review documents will include the following:
  - (1) Drawings in PDF format. The drawings will be prepared in AutoCAD in City format.
  - (2) Technical Specifications in CSI format in a PDF file.
  - (3) An Opinion of Probable Construction Costs in PDF format.

- (h) 60% Review Meeting – Attend a review meeting with the City to discuss the 60% documents.
  - (i) 90% Review Documents – Prepare and provide documents at approximately the 90% level of completion for review by the City. The review documents will include the following:
    - (1) Drawings in PDF format. The drawings will be prepared in AutoCAD in City Format.
    - (2) Technical Specifications in CSI format in a PDF file.
    - (3) An Opinion of Probable Construction Costs in PDF format.
  - (j) Final Bid-Ready Documents – Prepare and provide documents suitable to use for bidding and construction. The final documents will include the following:
    - (1) Drawings in PDF format. The drawings will be prepared in AutoCAD in City format and will be sealed by a licensed professional engineer.
    - (2) Technical Specifications in CSI format sealed by a licensed professional engineer in a PDF file.
    - (3) An Opinion of Probable Construction Costs in PDF format.
    - (4) Final Calculations sealed by a licensed professional engineer in PDF format.
2. Replace Boat Ramp Floats and Parking Area Repairs - Permitting Services
- (a) Federal Corps of Engineers Section 10 Permit – it is assumed that a Nationwide Permit for Repairs will be required for the boat ramp float replacement since the work will occur below Mean Higher High Water (tidal influenced river location). Prepare a JARPA application and 8 1/2" x 11" Corps format drawings based on the 60% documents for submittal to the Corps of Engineers with a request for coverage under the Nationwide Permit for repairs of existing boat ramp facilities.



Track the progress of the request for coverage under the Nationwide Permit for Repairs with the Corps of Engineers and answer technical questions.

- (b) Washington Department of Fish and Wildlife (WDFW) Hydraulic Project Approval (HPA) permit – fill out the online application for the HPA including attachment of the 8 1/2" x 11" drawings for all work waterward of Ordinary High Water.

Track the progress of the HPA Permit with WDFW and answer technical questions. Note the HPA cannot be issued until the SEPA process is completed.

- (c) City of Everett SEPA Process – prepare a SEPA exemption request letter for the project.

Track the progress of the SEPA exemption request and answer technical questions from the City. This scope excludes a full SEPA process.

- (d) City of Everett Shoreline Substantial Development Permit Process – prepare a Shoreline Substantial Development Permit application for the project including the JARPA, site plan, and Environmental Checklist.

Attend a pre-application meeting if required.

Track the progress of the Shoreline Substantial Development Permit and answer technical questions from the City via telephone and email. This scope excludes any revisions of permit application materials.

- (e) This scope excludes any public involvement, coordination with Native Tribes, and coordination with other stakeholders, other than the agencies listed above.

3. Washington Department of Natural Resources (DNR) Lease Exhibit

- (a) DNR discussions and Lease Exhibit - The City shall perform all negotiation and discussions with DNR regarding the project and a lease for the portion of the boat ramp facility on DNR land.

- (b) This scope includes 8 hours of Reid Middleton time to answer technical questions from DNR.
- (c) A surveyed DNR Lease Exhibit for the portion of the boat ramp on DNR property is excluded from this scope of services but can be done as additional services as requested by the City.

4. Bid Phase Services

- (a) Answer technical questions during the bid process and prepare up to two addendums to address bidder questions.
- (b) It is assumed that due to the relatively straightforward maintenance elements of the project that a prebid meeting will not be held.

5. Construction Phase Services

- (a) Attend a preconstruction meeting at the project site.
- (b) Review technical submittals including the float shop drawings and material submittals.
- (c) Respond to Requests for Information.
- (d) Perform one site visit to the location of float manufacturing to observe the fabrication of the float system. This scope is based on a fabrication location in Western Washington.
- (e) Perform three site observations during construction, including one site visit during float and approach wedge installation and two during the parking lot repairs and restriping.
- (f) Perform a punchlist walkthrough of the site.
- (g) Attend telephone coordination calls as requested.
- (h) This scope excludes attendance at weekly onsite construction meetings.

6. Assumptions

- (a) The existing concrete ramp and boat ramp piling will remain. The existing piling will be used to anchor the replacement float system. If upon observation the existing piling are recommended for replacement, the pile replacement design can be provided as additional services as requested by the City.
- (b) The pavement repair will not require any new storm drainage improvements. Design of storm drainage elements is excluded from this scope of services. The scope also excludes any NPDES, SWPP, and DOE NOI services.
- (c) The City will perform all work including preparation of bid documents for replacement of the existing light fixtures with new LED light fixtures.
- (d) The City will pay all permit fees.
- (e) A building permit or other construction level permits will not be required due to the maintenance nature of the project. If building permit level services are required, these can be done as additional services as requested by the City.
- (f) It is assumed that the City shall prepare the front end construction contract documents including all contract documents and Division 1 of the technical specifications for the project manual. Reid Middleton will provide the bid schedule for the project to incorporate into the front end of the project manual. The City shall provide all front end documentation including Division 0 and Division 1 specifications.
- (g) The City shall be responsible for administrating the bid process for the project including advertising the project, distributing bid documents, bid opening, and other bid administration services.
- (h) The City shall lead the overall construction administration services and Reid Middleton will provide assistance.
- (i) A preapplication meeting and site meetings with the regulators will not be required for the project and no modification of permit drawings and submitted information will be required. It is also

Mr. Dean Shaughnessy  
City of Everett Parks and Community Service  
October 23, 2019  
File No. 2042019.913.036  
7

assumed that an Ordinary High Water field delineation, 100-year flood elevation contour, biological evaluation, habitat survey, wetland survey, monitoring plans, mitigation plans, cultural resources report, and other environmental documentation will not be required for the project.

It should be noted that some of these delineations and environmental documentation may be requested by the regulatory agencies. If required by the agencies these can be done as additional services by Reid Middleton or an environmental subconsultant as requested by the City.

7. Additional services requested by the City.

C. PERIOD OF PERFORMANCE

Reid Middleton will begin services upon receipt of a signed agreement and will make every reasonable effort to complete the services in a timely manner considering the needs of the project.

D. CLIENT'S RESPONSIBILITIES

The City shall provide available pertinent data, documents, and other information to Reid Middleton as necessary to complete the services outlined in Section B above.

E. COMPENSATION

1. For services described in Section B, Items 1 through 5, Reid Middleton shall be paid on a "time-plus-expenses" basis using the rates indicated in the attached Exhibit "A," Schedule of Charges Effective July 1, 2019. We estimate the fee for this portion of the services to be \$70,000.
2. For services described in Section B, Item 7, Reid Middleton shall be paid on a "time-plus-expense" basis in accordance with provisions of the attached Exhibit "A," Schedule of Charges Effective July 1, 2019, or on the basis of such other mutually satisfactory arrangements as may be negotiated.

Mr. Dean Shaughnessy  
City of Everett Parks and Community Service  
October 23, 2019  
File No. 2042019.913.036  
8

F. REID MIDDLETON STAFF

Shannon Kinsella will be the project manager primarily responsible for this job.  
However, other individuals at Reid Middleton will work on aspects of your project  
as required.

We appreciate the opportunity to submit this proposed scope of services.

If you have any questions or comments please call me.

Sincerely,  
Reid Middleton, Inc.

A handwritten signature in black ink, appearing to read 'Shannon Kinsella', written over a horizontal line.

Shannon Kinsella, P.E., PMP  
Principal

Attachments

clw\H:\24Wf2019\913\Rotary Park Boat Ramp\Contract\Rotary Park Renovation RM Scope  
101519.docx/smk

**EXHIBIT B**  
**COMPENSATION**

☐ **ALTERNATE A [HOURLY RATE UP TO A MAXIMUM AMOUNT]**

The City shall pay the Service Provider a sum equal to the amount of hours actually worked multiplied by the rate identified herein for the staff performing the Work, subject to the maximum stated in ¶4(D) of this Agreement.

Name	Responsibility	Rate

☐ **ALTERNATE B [LUMP SUM]**

The City shall pay Service Provider                  dollars (\$) ) upon the completion of the Work, subject to the maximum stated in ¶4(D) of this Agreement.

☒ **ALTERNATE C [PROGRESS PAYMENTS]**

The City shall pay the Service Provider the following amounts upon the completion of the following tasks, subject to the maximum stated in ¶4(D) of this Agreement:

Task	Amount Paid upon Completion of Task
See attached Proposal	

☐ **ALTERNATE D [BASE REGISTRATION]**

The City shall pay the Service Provider such amounts and in such manner as follows:  
Fee for service shall be                  percent                  % of the base registration fees collected by the City.  
Additional fees and/or surcharges levied by the City will be retained 100% by the City.  
Payments shall be made as stated in Exhibit A – Scope of Work. The base registration fee is listed in Exhibit A – Scope of Work. Compensation shall not exceed                  dollars (\$                  ).

## Estimate of Professional Services

728 134th Street SW  
Everett, WA 98204  
(425) 741-3800

**PROJECT:** Rotary Park Repairs  
**CLIENT:** City of Everett Parks  
**PROJ. NO:** 24-19-913

BY: smk  
DATE: 10/15/2019

CHKD By: clw 10/23/19

(425) 741-3900 FAX

FILE: H:\24WA\2019\913\Rotary Park Boat Ramp\Contract\Rotary Park Renovation RM Fee Proposal 101519.xlsx

		Principal	Project Engineer	Designer II	Design Technician	Technical Writer II	Project Administrator	Total Labor hours	Total Labor Earnings	Computer		Mileage	Total Reimb	Labor & Reimb
Hourly Rate:		\$250	\$170	\$135	\$135	\$130	\$115			hrs	\$12	\$	15%	
Task No.	Labor Code													
	Description										\$			
	Technical Specs		4	12		8		24	3,340		0		0	3,340
	Prepare Submittals 60, 90, Final			8		2		10	1,340		0		0	1,340
	Coord, PM, QA/QC	3	10	8			4	25	3,990		0		0	3,990
	Hr Subtotal Task 001	3	32	130	68	10	4	247	34,680	68	816	45	861	35,541
002	Permitting Services													
	JARPA Drawings			6	16			22	2,970	16	192		192	3,162
	JARPA Application			8				8	1,080		0		0	1,080
	HPA Online App			4				4	540		0		0	540
	SEPA Exempt Letter			4				4	540		0		0	540
	Env Checklist			10				10	1,350		0		0	1,350
	SSDP Application			2				2	270		0		0	270
	Preapp with City			4				4	540		0	45	45	585
	Permit Tracking			12				12	1,620		0		0	1,620
	PM, QA/QC	2	4			2	2	10	1,670		0		0	1,670
	Hr Subtotal Task 002	2	4	50	16	2	2	76	10,580	16	192	45	237	10,817
003	DNR Assist													
	Answer technical questions			8				8	1,080		0		0	1,080
	Hr Subtotal Task 003	0	0	8	0	0	0	8	1,080	0	0	0	0	1,080
004	Bid Phase Services													
	Answer Questions		2	6				8	1,150		0		0	1,150
	One Addendum	1	2	10	8	4		25	3,540	8	96		96	3,636
	Hr Subtotal Task 004	1	4	16	8	4	0	33	4,690	8	96	0	96	4,786
005	Construction Phase Services													
	Preconstruction Meeting			6				6	810		0	45	45	855
	Technical Submittals		2	20				22	3,040		0		0	3,040
	RFIs		4	12				16	2,300		0		0	2,300
	Float Manufacturer Visit		8					8	1,360		0	150	150	1,510
	Three site visits			16				16	2,160		0	150	150	2,310
	Punchlist Walkthrough			6				6	810		0	41	41	851
	Telephone Coord Calls		4	12				16	2,300		0		0	2,300
	PM, QA/QC	2	12	10		2	4	30	4,610		0		0	4,610
	Hr Subtotal Task 005	2	30	82	0	2	4	120	17,390	0	0	386	386	17,776
	TOTAL HOURS	8	70	286	92	18	10	484	68,420	92	1,104	476	1,580	70,000
	SubTotal Cost	2,000	11,900	38,610	12,420	2,340	1,150		68,420					

### Assumptions

Hours and rates shown are for estimating purposes only. The actual number of hours charged to the project and personnel used may vary. Hours worked will be billed using the rates, personnel categories, and terms identified in Exhibit A.

TOTAL	70,000
-------	--------

**EXHIBIT C**  
REIMBURSABLE EXPENSES

Type of Expense	Maximum Per Item	Cumulative Maximum
Parking		
Meals		



**STATE RETIREMENT SYSTEMS FORM**  
**ATTACHMENT TO PROFESSIONAL SERVICES AGREEMENT**  
**ALL SERVICE PROVIDERS MUST COMPLETE AND SIGN THIS FORM**

1. Does Service Provider have twenty-five (25) or more employees? ☒ Yes ☐ No  
IF YES: SKIP QUESTION 2, SKIP QUESTION 3, AND SIGN BELOW.  
IF NO: ANSWER QUESTIONS 2 AND 3.

2. If a Service Provider employee will perform Work under this Professional Services Agreement, did that employee retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS), or Law Enforcement Officers and Fire Fighters plan (LEOFF)? ☐ Yes ☐ No

3. Answer the appropriate question below for Service Provider's business organization:

Sole Proprietor. Did Service Provider retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS), Law Enforcement Officers and Fire Fighters plan (LEOFF)? ☐ Yes ☐ No


Partnership. If a partner will perform Work under this Professional Services Agreement, did that partner retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS) or Law Enforcement Officers and Fire Fighters plan (LEOFF)? ☐ Yes ☐ No

Limited Liability Company. If a member will perform Work under this Professional Services Agreement, did that member retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS) or Law Enforcement Officers and Fire Fighters plan (LEOFF)? ☐ Yes ☐ No

Corporation. If a shareholder will perform Work under this Professional Services Agreement, did that shareholder retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS), or Law Enforcement Officers and Fire Fighters plan (LEOFF)? ☐ Yes ☐ No

**IF THERE IS A "YES" ANSWER TO ANY PART OF QUESTIONS 2 OR 3, AN ADDITIONAL QUESTIONNAIRE (AVAILABLE FROM HR OR LEGAL) MUST BE FILLED OUT AND SUBMITTED WITH THE CONTRACT.**

Service Provider Name: Reid Middleton, Inc.

Signature:  Printed Name: Shannon Kinsella Title: Director, Waterfront Group